

**ROBERT E. SMITH et, ux, and GEORGE C. PATTERSON et, ux, GRANTORS**

**TO**

**TIMBER DEED**

**HUBERT R. FILES, d.b.a. H. R. F. TIMBERLAND ENTERPRISES, GRANTEE**

**FOR AND IN CONSIDERATION** of ten dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged the undersigned George C. Patterson and wife, Dorothy J. Patterson and Robert E. Smith and wife, Phyllis Jean Smith hereafter called "Sellers" do hereby sell, convey, and warrant to Hubert R. Files, d.b.a. H. R. F. Timberland Enterprises hereinafter called "Buyer, its Successors and Assigns" all of the standing timber on the land in DeSoto County, Mississippi described as follows to-wit:

90.3729 acres less the right of way for Church Road leaving a net of 88.77 acres in the Northwest Quarter of Section 11, Township 2 South, Range 9 West DeSoto County, Mississippi more fully described on Exhibit "A" attached hereto.

The Buyer, its Successors and Assigns shall have until March 1<sup>st</sup>, 2008 to cut, sever, and remove the standing timber from the above described land and any trees not sold, cut, severed, and removed by the termination hereof shall revert to the Sellers.

The Buyer, its Successors and Assigns shall have the right of ingress and egress and shall have the right to move machinery and equipment of every kind upon the property for the purpose of cutting and removing the timber until March 1<sup>st</sup>, 2008 after which such right is terminated.

It is the obligation of the Buyer, its Successors and Assigns in exercising the rights granted hereunder to follow at all times, good and accepting logging practices including but not limited to the following:

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*Grantee*

- a. The Buyer, its Successors and Assigns shall not cut or remove any timber within fifty (50) feet of the yard of any home on property adjoining the above described land.
- b. The Buyer, its Successors and Assigns shall protect the deer stands on the land and not damage the same.
- c. The Buyer, its Successors and Assigns agree that it and its employees and agents operating upon the land shall at all times take care, precaution, and effort to prevent fires.

The Sellers warrant and covenant to the buyer that they have good and sufficient title to the above described land and they have the right and power to sell the above described timber and the lands are free and clear of all encumbrances whatsoever except an easement for a power line and right of way for Church Road.

The Buyer will pay severance taxes due the State of Mississippi for the privilege of cutting the timber on the land described above.

Witness the signature of the parties this 21 day of September, 2007.



George C. Patterson  
George C. Patterson

Dorothy J. Patterson  
Dorothy J. Patterson

Robert E. Smith  
Robert E. Smith

Phyllis Jean Smith  
Phyllis Jean Smith

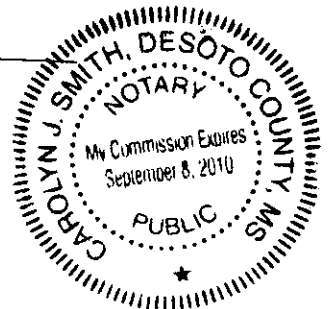
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named George C. Patterson, Dorothy J. Patterson, Robert E. Smith, and Phyllis Jean Smith, who acknowledged that they signed and delivered the above and foregoing Timber Deed on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 21 day of September, 2007.

Carolyn J. Smith  
Notary Public

My Commission Expires: Sept. 8, 2010



GRANTOR'S ADDRESS: 4440 Kriston Lane, Lake Cormorant, MS 38641  
hm ph: 901-848-1936 bus ph: n/a

GRANTEE'S ADDRESS: 205 CR 557, Oakland, MS 38948  
hm ph: n/a bus ph: 662-229-2885

Prepared by:  
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## BOUNDARY SURVEY OF A 90.3729 ACRES TRACT

LOCATED IN THE NORTHWEST, SOUTHWEST, SOUTHEAST AND NORTHEAST  
QUARTERS OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2  
SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI

BEGINNING AT A FOUND IRON PIN COMMONLY ACCEPTED AS THE CENTER OF  
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 9 WEST, THENCE S89° 54' 51" W A  
DISTANCE OF 1313.00 FEET ALONG THE HALF-SECTION LINE TO A POINT  
MARKED WITH AN IRON PIN, BEING THE TRUE POINT OF BEGINNING FOR  
THE HEREIN DESCRIBED TRACT; THENCE N26° 47' 47" E GENERALLY ALONG A  
FENCE A DISTANCE OF 1144.70 FEET TO A FOUND IRON PIN; THENCE  
N35° 41' 57" W GENERALLY ALONG A FENCE A DISTANCE OF 924.36 FEET  
(924.00 FEET C) TO A POINT MARKED WITH A FOUND STEEL FENCE POST;  
THENCE N01° 14' 57" E GENERALLY ALONG A FENCE AND PASSING THROUGH A  
POINT MARKED WITH A FOUND STEEL FENCE POST A DISTANCE OF 867.76  
FEET TO A POINT MARKING THE NORTHEAST CORNER OF THE WEST HALF OF  
THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE S89° 54' 51" W  
ALONG THE NORTH LINE OF SAID SECTION 11 A DISTANCE 1320.19 FEET  
TO A POINT MARKED WITH AN IRON PIN, SAID POINT BEING THE  
NORTHWEST CORNER OF SECTION 11; THENCE S00° 03' 07" W ALONG THE  
WEST LINE OF SECTION 11 A DISTANCE OF 2640.00 FEET TO A POINT  
MARKED WITH AN IRON PIN; THENCE N89° 54' 51" E ALONG AN UP AND DOWN  
FENCE MARKING THE HALF SECTION LINE A DISTANCE OF 1327.00 FEET TO  
THE POINT OF BEGINNING, CONTAINING 90.3729 ACRES, MORE OR LESS.


GARTRELL

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THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY  
MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL  
FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.

OST FND.

EXHIBIT "A"



1 INCH IRON PIN FOUND